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REQUEST FOR PROPOSALS

GSA/DYA/RFP-21-002

**FOR A COMPREHENSIVE SYSTEM EVALUATION, ANALYSIS AND REVIEW OF CURRENT
POLICIES, PRACTICES, PROGRAMS, STANDARDS AND MANAGEMENT FOR DYA**

PROPOSAL SUBMISSION TIME AND DATE

**3:00 P.M. Monday,
August 30, 2021
Chamorro Standard Time**

PLACE OF SUBMITTAL

**General Services Agency
148 Route 1 Marine Corps Drive
Piti, Guam 96915**

**Attn: Claudia S. Acfalle
Chief Procurement Officer**

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SECTION 1
SCHEDULE OF EVENTS

GSA/DYA has adopted the following schedule of events for this RFP. This schedule is subject to change at the sole discretion of GSA/DYA and offerors will be notified of any changes by an addendum to this RFP. All times are Chamorro Standard Time (ChST).

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	Thursday, August 18, 2021
Pre-Proposal Conference	Tuesday, August 24, 2021 at 10:00 a.m. Meet GSA Conference Room
Deadline for Receipt of Written Questions	Friday, August 27, 2021 at 4:00 p.m.
Proposal Submission Due Date	Monday, August 30, 2021 at 3:00 p.m.
Interviews with Offerors	Offerors will be notified

SECTION 2

GENERAL INFORMATION

Department Overview

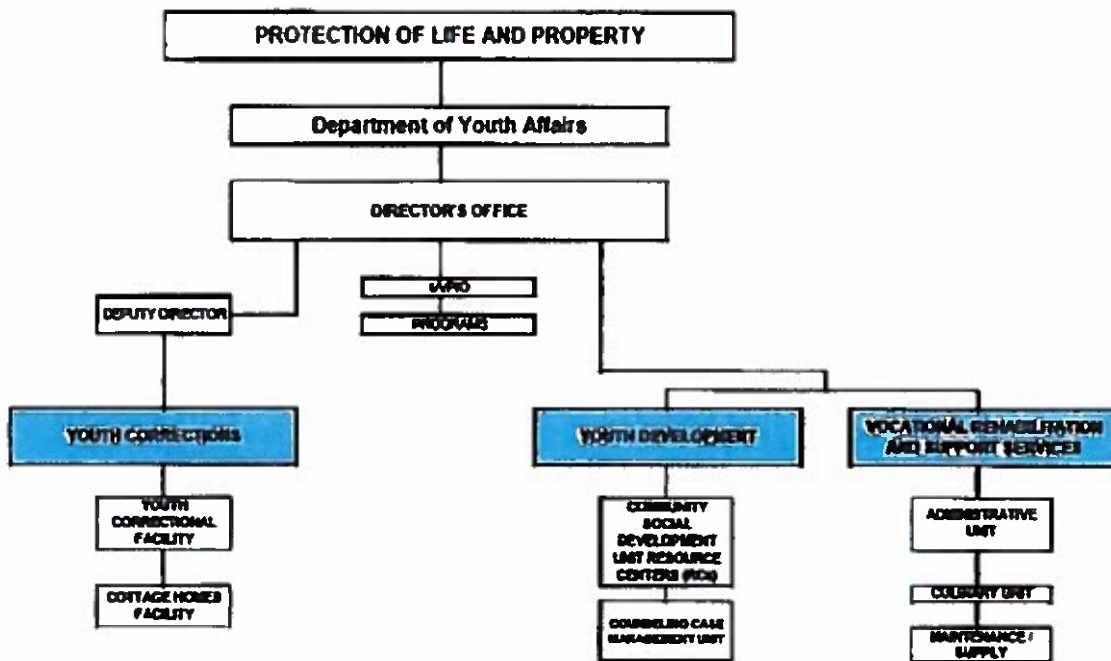
GUAM DEPARTMENT OF YOUTH AFFAIRS

The election results in the Territory of Guam in November 2018 ushered in new gubernatorial leadership and resulted in the appointment of Melanie Brennan as the new Director of Guam Department of Youth Affairs (DYA). After legislative endorsement of Ms. Brennan in February 2019, the DYA has positioned itself to enhance and improve operations with its new leadership through a comprehensive assessment, examination and analysis of current policies, practices, programs, standards and management. The mission of the DYA is “to improve the quality of life on Guam for all people by the development and implementation of programs and services that promote youth development, decrease juvenile delinquency and status offenses, strengthen the family unit, protect the public from juvenile delinquents, ensure that offenders are held accountable for their actions and are provided with appropriate treatment, and provide restitution to the victims.” Further, the DYA is committed “to the safety and well-being of the residents in our care, as well as our staff, volunteers, contractors and visitors.”

The Guam Code Annotated Chapter 20, Department of Youth Affairs articulate the Duties and Responsibilities and provides guidance for the statement of work and activities detailed within this proposal. Chapter, §20104 directs the DYA to:

- (a) formulate plans and policies, develop a comprehensive approach, coordinate and/or implement programs and services to enable the youth to develop his full potential and skills, talent, leadership ability, good sportsmanship and citizenship;
- (b) provide youth services and program to all districts of Guam;
- (c) encourage, through direct or indirect means, all youths, especially those in need of guidance and motivation, to make use of existing youth facilities, services and programs;
- (d) establish a comprehensive approach to providing services and programs to youth, taking into consideration the coordination and consolidation of existing programs and services and planning with implementing new programs and services deemed necessary;
- (e) make such referrals as are necessary when certain services are best provided by other agencies within the government of Guam or by other resources within the community or abroad;
- (f) provide assistance and cooperation to youth and community groups, both organized or unorganized, which provide or sponsor programs and/or services beneficial to the youth;
- (g) collect and disseminate information and research data relative to youth needs and problems;
- (h) keep the Governor, the Judges of the Courts of Guam, the Guam Legislature, the District Commissioners and the general public informed on all major youth developments and achievements; and
- (i) have general purview of youth activities within the territory of Guam.

The existing organization structure in place for the DYA to accomplish their mission and statutory responsibilities (depicted below) has three major divisions (Youth Corrections, Youth Development, and Vocational Rehabilitation and Support Services).



The organizational structure provides instruction for the process and methods that will guide the activities and methodologies of the system review.

2.1. PROJECT OVERVIEW

The Department of Youth Affairs, ("DYA") invites the submission of proposals from experienced firms ("Offerors") to provide a Comprehensive System evaluation, analysis and review of current policies, practices, programs, standards and management. The mission of the DYA is "to improve the quality of life on Guam for all people by the development and implementation of programs and services that promote youth development, decrease juvenile delinquency and status offenses, strengthen the family unit, protect the public from juvenile delinquents, 3ensure that offenders are held accountable for their actions and are provided with appropriate treatment, and provide restitution to the victims." Further, the DYA is committed "to safety and well-being of the residents in our care, as well as our staff, volunteers, contractors and visitors."

2.2. SINGLE POINT OF CONTACT

From the date this RFP is issued until final award, **Offerors shall not communicate with any DYA staff, or officials regarding this RFP**, except for the single point of contact for this RFP. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Ms. Claudia S. Acfalle
Chief Procurement Officer
148 Route 1 Marine Corp Drive
Piti, Guam 96915

Tel: (671) 475-1707/475-1720

Fax: (671) 472-4217

Email: gsaprocurement@gsadoa.guam.gov

2.3. RFP PACKAGE

Please review the RFP upon receipt to ensure that you have in your possession all of the necessary documents. If you find that certain required documents are missing, please contact the single point of contact to obtain any missing documents. GSA/DYA will not be bound by any oral instructions or information given that is not contained in this Request for Proposals or any future addenda issued.

2.4. COMPLETENESS OF PROPOSALS

Selection and award will be based on the information contained in the proposal. Proposals may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by GSA/DYA.

2.5. FAILURE TO COMPLY WITH INSTRUCTIONS

Offerors failing to comply with the instructions set forth in this RFP may be subject to point deductions. GSA/DYA may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow the required proposal format, are difficult to understand, are difficult to read, or are missing any requested information.

2.6. RECEIPT/OPENING OF PROPOSALS

Proposals shall not be opened publicly, and shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secured place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the supply, service, or item offered. The Register of Proposals shall be opened to public inspection only after award of the contract.

2.7. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE

All proposals will initially be classified as either “responsive” or “non-responsive”. Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

2.8. DETERMINATION OF RESPONSIBILITY

GSA/DYA will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.9. GSA’S/DYA’S RIGHTS RESERVED

While GSA/DYA has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by GSA/DYA to award and execute a contract. Upon a determination such actions would be in its best interest, GSA/DYA, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Waive any minor informalities in proposals received, or have them corrected by the offeror in accordance with applicable regulations;
- Not award if it is in the best interest of GSA/DYA not to proceed with contract execution; or
- If awarded, terminate any contract if GSA/DYA determines adequate funds are not available.

2.10. CONFIDENTIALITY

In accordance with Guam Procurement Regulations § 3114(h)(2), offerors may identify trade secrets and other proprietary data contained in their proposals. If the offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, GSA/DYA shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, GSA/DYA shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

2.11. DEBARMENT

The offeror certifies, by submitting its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If a offeror cannot certify this statement, attach a written explanation for review by the GSA/DYA.

2.12. TAXES

Offerors are cautioned that they are subject to Guam Business Privilege Taxes and Guam Income Taxes and the selected offeror shall be solely responsible for ensuring that it complies with all applicable tax laws. Specific information regarding taxes may be obtained from the Director of Revenue and Taxation.

2.13. LICENSING

Offerors are cautioned that they are subject to Guam Licensing laws and the selected offeror shall be solely responsible for ensuring that it complies with all applicable licensing laws. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

2.14. CONTRACT

2.14.1. **TERM.** The term shall be for a period of one (1) year with an option to renew for one (1) additional year not to exceed two (2) years, based upon availability of funds. The award of this contract will be made with a purchase order contract.

2.15. SUBCONTRACTS

All subcontractors are subject to the approval of GSA/DYA. The selected offeror shall be responsible to GSA/DYA for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly or indirectly by the selected offeror. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and GSA/DYA.

2.16. REPRESENTATIONS, ETC.

In making a proposal, the Offeror expressly offers to assume all the obligations and liabilities contained in this RFP, including the representations and warranties made by the "Offeror:

2.17. FUNDING.

This procurement is 100% federally funded by the Department of Interior Impact Assistance Grant for consultant services for DYA.

SECTION 3

INSTRUCTIONS & PROCEDURES

2.1. AVAILABILITY

This RFP is available for download from GSA's website at <http://www.gsa.doa.gov> and public inspection at GSA's Office located at 148 Route 1, Marine Drive, Piti, Guam, 96915, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. A copy of the RFP may be picked up at the GSA Office upon registration with GSA and receipt of payment of a non-refundable fee of TEN AND NO/100 U.S. DOLLARS (\$10.00) payable in cash, or by cashier's or certified check payable to the Treasurer of Guam. GSA recommends that any and all prospective offerors register by submitting to GSA the Acknowledgement of Receipt Form included as an Attachment to this RFP. GSA shall not be liable for failure to provide notice(s) or addenda to any prospective offerors who did not submit an Acknowledgement of Receipt Form.

2.2. AMENDMENTS

GSA/DYA reserves all rights to revise or amend this RFP prior to the date set for submission of proposals. Such revisions and amendments, if any, will be announced by an amendment or addendum to this RFP and shall be identified as such. The amendment shall refer to the portions of the RFP it amends. Amendments and addenda shall be sent to all prospective offerors who have submitted the Acknowledgement of Receipt Form to GSA and shall also be made available on GSA's website. All prospective offerors who have submitted the Acknowledgement of Receipt Form to GSA must acknowledge receipt of all amendments or addenda issued.

2.3. PRE-PROPOSAL QUESTIONS AND CONFERENCE

2.3.1. Pre-Proposal Questions. Prospective offerors with questions or requiring clarification or interpretation of any section of this RFP must address their questions in writing or via e-mail to the Single Point of Contact identified above on or before the deadline set forth in the Schedule of Events. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline may not be considered.

2.3.2. GSA/DYA Response. GSA/DYA will provide an official written answer to all questions received by written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the GSA/DYA. Any written addendum will be forwarded to all entities or individuals who submitted an Acknowledgement of Receipt Form by the close of business on the date of issuance of GSA/DYA response. Prospective offerors must acknowledge receipt of all addenda upon receipt and with their proposals.

2.3.3. Pre-proposal Conferences. Pre-proposal conferences will be permitted at GSA/DYA discretion any time prior to the deadline for submission of proposals. The conferences will be conducted only to explain the procurement requirements for this Request for Proposal. Notice of any pre-proposal conference will be provided to all entities or individuals who have picked-up an RFP and submitted an Acknowledgement of Receipt Form. GSA/DYA will notify all prospective offerors in writing via an addendum to this RFP of any substantive clarification provided in response

to any inquiry raised during the pre-proposal conference. A pre-proposal conference is currently scheduled as set forth in the Schedule of Events.

2.4. PROPOSALS

2.4.1. General. Proposals must be in writing, signed in ink, and prepared must include all required information. The Proposal must be signed on behalf of the offeror and acknowledged as specified. Offerors must clearly mark one proposal as "ORIGINAL", provide four (4) hard copies and one electronic copy in .pdf format on a CD. The original and each hard copy must be separately bound. Erasures or other changes in a proposal must be explained or noted over the signature of the offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by GSA/DYA as being non-compliant. The original, copies and CD must be placed in a sealed package clearly addressed to the attention of the Chief Procurement Officer and labeled with the offeror's name and address and the RFP Number and name.

2.4.2. Modification of Proposals. Proposals may be modified at any time prior to the conclusion of discussions.

2.4.3. No Late Proposals. Proposals must be received at the GSA Office by the Proposal Submission Due Date set forth in the Schedule of Events. Postmarks will not be considered in judging the timeliness of submissions. Oral, email or facsimile proposals will not be accepted. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

2.4.4. GSA/DYA Not Responsible for Preparation Costs. The costs for developing and delivering proposals in response to this RFP and any subsequent presentations of the proposal as requested by GSA/DYA shall be at the sole cost and expense of the offeror. GSA/DYA is not liable for any expense incurred by the offeror in the preparation, delivery, and/or presentation of its proposal or any other costs incurred by the offeror.

2.4.5. All Timely Submitted Materials Become GSA/DYA's Property. All materials submitted in response to this RFP become the property of GSA/DYA and shall be appended to any formal documentation, which would further define or expand any contractual relationship between GSA/DYA and the selected offeror resulting from this RFP process.

2.4.6. Rejection of Proposals. Any proposal submitted in response to this RFP may be rejected in whole or in part when it is in the best interests of GSA/DYA or the government of Guam in accordance with Guam Procurement Regulations § 3115(e).

2.5. MINIMUM QUALIFICATIONS

Offeror must have a minimum of five (5) years of substantial, continuous and recent experience in the managerial experience in juvenile justice, including field probation and residential services.

2.6. **DISCUSSIONS AND EVALUATION**

2.6.1. **Evaluation Committee.** Upon opening the proposals received in response to this RFP, the Chief Procurement Officer of GSA will establish an evaluation committee to hold any necessary discussions with offerors and to review and evaluate all timely proposals received.

2.6.2. **Discussions.** In accordance with the Guam Procurement Regulations, the evaluation committee may in its discretion conduct discussions with any Offeror. The purposes of such discussions shall be to clarify and/or explain parts of the proposal. The discussions may be video or tape-recorded. At least one key offeror representative must be present for such discussions. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing offerors.

2.6.3. **Evaluation of Proposals.** Before fully evaluating the technical merits of the proposal, the Evaluation Committee will first determine whether the offeror satisfies the minimum qualifications described in this RFP, if any. Failure to comply with or satisfy the minimum qualifications or requirements shall result in disqualification or rejection of the proposal and offeror. The Evaluation Committee may waive minor irregularities whenever it is deemed to be in the best interest of GSA/DYA. The evaluation committee will review and score written proposals based on the Evaluation Criteria identified in Section 5. The evaluation committee may utilize other sources for technical assistance and guidance.

2.6.4. **Sources of Information.** In the process of evaluation, GSA/DYA may acquire and use, to the extent deemed necessary, information obtained from the following sources:

- i. The Offeror, including representations and other data contained in Offeror's Proposal, or other information provided by Offeror.
- ii. Other information available to GSA/DYA, including financial data and records concerning Offeror's performance.
- iii. Publications, including credit ratings, trade and financial journals or reports.
- iv. Other sources, including banks or other financial companies; state, county and municipal departments and agencies; and other airports.
- v. The results of background investigations of Offerors made to verify information furnished or to secure additional information GSA/DYA may deem necessary or desirable. In addition, GSA/DYA reserves the right to audit or to appoint a competent representative to audit the books and records of any Offeror in order to verify its financial responsibility.

2.6.5. **Selection of the Best Qualified Offerors and Award.** After completion of the Discussion and Evaluation of Proposals phases, the evaluation committee shall select, in the order of their respective qualification ranking, no fewer than three (3) offerors (or such lesser number if less than three (3) acceptable proposals were submitted) deemed to be the best qualified. The recommended ranking and request to award to the best qualified offeror will be presented to the Chief Procurement Officer GSA/Director DY A for approval subject to successful contract

negotiations. If approved, GSA/DYA shall commence negotiations of an agreement. The agreement may be modified to incorporate provisions from this RFP, the selected offeror's proposal, and other terms and conditions that may be mutually agreed upon by GSA/DYA and the selected offeror. If negotiations are successful and all contract terms are agreed upon with the best qualified offeror, award will be made to the best qualified offeror. If negotiations fail with the best qualified offeror, GSA/DYA may enter into negotiations with the next most qualified offeror, and so on, as provided in the Guam Procurement Regulations.

2.7. REQUIRED AFFIDAVITS

Each offeror is required to submit the affidavits and assurances attached as **Attachments I-2 through I-7**. Failure to include said affidavits and assurances shall render a proposal non-responsive.

2.7.1. **Disclosure of major shareholders per 5 GCA § 5233 (Attachment I-2)**. As a condition of this RFP, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

2.7.2. **Certification of Independent Price Determination per 2 GAR § 3126 (Attachment I-3)**. By submitting an offer, the offeror certifies that the price submitted was independently arrived at without collusion.

2.7.3. **Representation Regarding Gratuities and Kickbacks per 5 GCA § 5630 (Attachment I-4)**. **Gratuities**. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks**. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

2.7.4. **Prohibition against Contingent Fees per 2 GAR § 11108 (Attachment I-5).** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

2.7.5. **Representation regarding Ethical Standards per 2 GAR § 11103 (Attachment I-6).** The bidder, offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

2.7.6. **Wage Determination per 5 GCA § 5801 (Attachment I-7).** In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('contractor') for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

2.7.7. **Benefits Determination per 5 GCA § 5802 (Attachment I-7).** In addition to the Wage Determination detailed in 5 G.C.A. Chapter 5, Article 13, any contract to which 5 G.C.A. Chapter 5, Article 13 applies shall also contain provisions mandating health and similar benefits for employees covered by 5 G.C.A. Chapter 5, Article 13, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

2.8. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 GCA § 5253,

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

2.9. Compliance with Federal Laws and Regulations

See Compliance with Federal Laws and Regulations (Appendix A), DYA Civil Rights Compliance Policy (Appendix B) Prison Rape Elimination Act Notification and Acknowledgement (Appendix C)

SECTION 4

SCOPE OF SERVICE

Document Review

The Consultant shall conduct collection of various policy, standards, and practice manuals, statistical reports, program descriptions and reports, and forms to review the mission, vision, strategies, policies, and procedures.

Interviews

The Consultant shall conduct interviews with key system stakeholders within and from outside of the Guam DYA and juvenile court system to solicit their expertise regarding the current process and practice and determine their views about the efficiencies and challenges of operation of the Guam DYA.

Employee Survey

The Consultant shall conduct an electronic survey of employees (new or existing) may be used to further edify opinions about current actual practice and efficiencies and challenges. The survey may utilize both closed-ended and open-ended questions that would be developed by the consultant in concert with project leadership committee.

Routine Meetings with Project Leadership / DYA Management Team

The Consultant shall have regular meetings with the Leadership/Management Team to discuss and assess the progress of the evaluation, their expectations, and offer current suggestions to address the preliminary findings. To permit opportunities for remedial actions without waiting for a final report to be completed.

Project Management Team Conference Calls

The Consultant shall have conference calls with the DYA Management Team and other working groups as necessary to ensure efficient and effective planning of specific evaluation activities, logistics planning to ensure efficient management of time for all involved, and consideration of alterations to planned activities, as necessary.

Intra-and Interagency Group Interviews

The Consultant may conduct interviews with any of the following groups:

- Guam DYA youth-serving leadership personnel
- Court Judiciary
- Probation Officers
- Outside Agencies (e.g., contract service providers, education, pro-social community)
- Behavioral Health Providers
- Attorneys (e.g., defense, prosecution, private)

Meetings to understand their disciplines, experiences and interactions in the key work and decision-making processes.

Focus Group

The Consultant shall conduct focus groups with consumer and/or client groups to permit an enriched understanding of system responses from a valuable perspective. Focus group discussions shall be guided by a set of prescriptive questions. Potential groups to include families and youth, among others uniquely identified by the DYA Management Team.

Performance Measures and Outcomes Development

The Consultant shall establish performance measures to support an increased awareness of how worker performance (practice and adherence to prescribed practices) is related to the desired sought outcomes for the client population. To permit a clearer identification of the best practices that are clearly connected to desired outcomes and may form the basis for restructuring system and worker performance evaluation that will ultimately drive improved system and worker practices.

Priority Areas of Focus

The Consultant shall prepare an analysis to organize the approach and methodologies to examine, assess, and analyze the facilities (to include the Youth Correction, Cottage Shelter, and three community Resource Centers); administrative oversight and management (to include documented standards, staffing, policies, procedures, and practices); and resources (to include programming, services, and coordination with Probation, the Judiciary, and community service providers). The analysis of current operations and practices to be actively compared against the current research, evidence and recognized best-practice standards that contribute to enhanced system performance and youth and family outcomes. The analysis should be organized to ensure review and examination within these primary areas of focus:

- Effective programmatic and fiscal system standards, and policies against current practices (to include Youth Correction, Cottage Shelter, and the Community Resource Centers), and including staff qualifications, training, population oversight methods, and educational services.
- Effective and efficient facility, administrative, and resource management performance,
- Assessment procedures for DYA (YCF and Cottage Shelter) against current practice involving law enforcement, juvenile probation officers, child protective referrals, and other key partners as indicated.
- Improve recognition and application of the neuroscience of adolescent development and adoption of the principles and hallmarks of a developmental approach to address youth risks and treatment needs,
- Improved utilization of evidence-based practices by all intervention services,
- Examination of the practice of Extended Authorized Leave (EAL) for its purpose, practice and comparison to best-practice standards and criteria for inclusion/eligibility,
- Implementation of enhanced intervention inter-agency approaches for youth and families with risks and needs in multiple domains,
- Improved methods for data collection, management and performance measurement toward enhanced agency accountability, and other areas of concern that may emerge during the course of the system review that impact the performance of DYA and the outcomes for the youth and families served.

Technical Assistance and Consultation

The Consultant shall Conduct on-site visits to consolidate the information, observations, and findings into a report that presents recommendations for action that support the mission and goals of the Guam DYA. It is important that the consultant views the entire project period as an opportunity to adopt and endorse improved policies and practices to enhance system performance and youth outcomes. If the consultant and DYA Management Team identify an opportunity for improved performance at any point during the project period, the consultant will work with appropriate DYA personnel to implement the proposed change without delay.

The Consultant is to use the time in between site visits to conduct intensive review of appropriate and relevant DYA documentation, summary notes and observations from on-site meetings and interviews. To ensure documentation, resource materials, connection of DYA staff to mentors or leaders in the field who have addressed the current issue under examination in the Guam DYA, to include routine conference calls, identification of appropriate issues to address in each of the site visit agendas, and ongoing logistics issues. This will lead to multiple opportunities for the participating jurisdiction to explore solutions to initially identify challenges and obstacles to best-practice operations and performance. To ensure problem-solving and enhancements are not the product of a selected model, but rather solutions that are tailored to the unique environmental and contextual factors within Guam and the DYA.

The Consultant must have managerial experience in juvenile justice, including field probation and residential services.

The Consultant shall consolidate all of the observations, in-process system and practice changes, findings and recommendations compiled in a final report. The final report is to be submitted to the Lieutenant Governor's office and the Director of the Guam DYA. Additional dissemination of the final report will be at the discretion of these persons.

It is important that the implementation of probation and court reforms be coordinated with this proposed DYA System review. To incorporate the fundamentals in the strategies and action plans developed by jurisdictions and agencies engaged in implementation of system change. Consultant to incorporate this area of focus throughout the project period and position itself to support future implementation of DYA System Assessment Final Report recommendations.

SECTION 5

EVALUATION CRITERIA

All properly completed proposals will be reviewed by an evaluation committee, appointed by the Chief Procurement Officer/Director, DYA. The evaluation committee shall make a recommendation to the Chief Procurement Officer/Director, DYA as to the best qualified offeror for contract negotiations. The Chief Procurement Officer/Director, DYA may accept the recommendation and order to begin with the cost negotiations with the highest ranked offeror or the best qualified offeror, or may reject the recommendation and order the re-issuance of another RFP.

The following criteria shall be considered by the evaluation committee in evaluating the proposals which have been assigned point values based on a 100 points scale:

	POINTS
Offeror's successful experience providing services of the like. An evaluation of the Offeror's current and past performance in providing comparable services, in at least one other jurisdiction dealing with juvenile delinquency. Offeror's demonstrated ability to provide effective programmatic and fiscal system standards and policies against current practices, and including staff qualifications, training, population oversight methods, and educational services. Offeror's demonstrated ability to provide effective and efficient facility, administrative and resource management performance.	20
a) Offeror's demonstrated ability of Offeror to formulate plans and policies, develop a comprehensive approach, coordinate and/or implement programs and services to enable the youth to develop his/her full potential and skills, talent, leadership ability, good sportsmanship and citizenship.	15
b) Demonstrated ability to establish a comprehensive approach to providing services and programs to youth, taking into consideration the coordination and consolidation of existing programs and services and planning g with implementing new programs and services wherein deemed necessary.	20
c) Ability to effectively organize the approach and methodologies to examine, assess, and analyze the facilities (to include the Youth Correction, Cottage Shelter, and three community Resource Centers); administrative oversight and management (to include documented standards, staffing, policies, procedures, and practices); and resources (to include programming, services, and coordination with Probation, the judiciary and community service providers).	20

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|----|--|----|
| d) | Demonstrated ability to assess procedures for DYA against current practice involving law enforcement, juvenile probation officers, child protective referrals, and other key partners. Demonstrated ability to improve recognition and application of the neuroscience of adolescent development and adoption of the principles and hallmarks of a developmental approach to address youth risks and treatment needs, and the ability to improve utilization of evidence-based practices by all intervention services. | 15 |
| e) | Demonstrated ability to examine the practice of extended authorized leave for its purpose, practice and comparison to best-practice standards and criteria for inclusion/eligibility. Demonstrated ability to implement enhanced intervention inter-agency approaches for youth and families with risks and needs in multiple domains. Demonstrated ability to improve method for data collection, management and performance measurement toward enhanced agency accountability and other areas of concern that may emerge during the course of the system review that impact the performance of DYA and the outcomes for the youth and families served. | 10 |

100

In the process of evaluation, GSA/DYA may acquire and use, to the extent deemed necessary, information obtained from the following sources:

- The Offeror, including representations and other data contained in Offeror's Proposal Package, or other information provided by Offeror.
- Publications, including journals or other reports.
- Other sources, including other companies; state, county and municipal departments and agencies.
- The results of background investigations of Offerors made to verify information furnished or to secure additional information GSA/DYA may deem necessary or desirable.

Section 6 APPENDIX A

COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS:

Clean Air Act

Offeror agrees to comply with Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violation shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – applies to contracts over \$100,000. Offeror as part of this Agreement certifies compliance with 31 U.S.C. 1352 and agrees to provide a copy of the Byrd Anti-Lobbying certification to the OAG, and to require any sub-Service Provider of \$100,000 or more to file a Byrd Anti-Lobbying certification. Offeror represents that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are to be forwarded from Offeror and its sub-offerors up to the Government.

Debarment and Suspension

Debarment and Suspension (E.O. 12549 and E.O. 12689)—No contract may be made to parties listed on the General Services Administration's List of Parties excluded from Federal Procurement or No procurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Offerors declared ineligible under statutory or regulatory authority other than E.O. 12549. Offeror certifies that Offeror, nor any of Offeror's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or suspended on federal, state or local debarment and suspension lists; or otherwise excluded from or ineligible for participation in federal or local assistance programs.

Prison Rate Elimination Act (PREA) Training and Education Standards

PREA 28 CFR Part 115.32 DOJ. The purpose is to ensure that volunteers and contractors who have contact with inmates, residents, and detainees are trained on their responsibilities regarding sexual abuse and sexual harassment prevention, detection, response policies and procedures at the agency in which they are working.

The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with inmates, but all volunteers and contractors who have contact with inmates shall be notified of the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents. The agency shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with inmates or have in place a system for otherwise capturing such information for current employees.

Overall, the objective is ensuring that everyone in the facility, including volunteers and contractors, understands the agency's zero-tolerance policy toward sexual abuse and sexual harassment that the agency prohibits them from engaging in sexual relations with incarcerated people, and that sexual abuse and sexual harassment are always reported. The goal is to prevent abuse and to create an effective reporting process that cultivates a reporting culture among volunteers and contractors while providing appropriate assistance to all survivors.

Drug-Free Work Place

Offeror acknowledges that the Government maintains a drug free work place in compliance with Drug-Free Workplace Act of 1988 (Pub. L.100-690) and Offeror and sub-offerors agree to comply with the Drug-Free Work Place Act.

DRUG-FREE WORKPLACE (MAY 2001)

a) *Definitions.* As used in this clause

"*Controlled substance*" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 – 1308.15.

"*Conviction*" means a finding of guilt (including a pleas of *nolo contend ere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"*Criminal drug statute*" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"*Drug-free workplace*" means the site(s) for the performance of work done by the Offeror in connection with a specific contract where employees of the Offeror are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"*Employee*" means an employee of an Offeror directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Offeror employee who has other than a minimal impact or involvement in contract performance.

"*Individual*" means an Offeror/Offeror that has no more than one employee including the Offeror.

b) The Offeror, if other than an individual, shall – within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about:

- (i) The dangers of drug abuse in the workplace;
- (ii) The Offeror's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

- (i) Abide by the terms of the statement; and

- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (8) The Offeror, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (9) In addition to other remedies available to the Government, the Offeror's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Offeror subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

Certification of Non-Discrimination

If a contract for services is awarded to the Offeror, then the service Service Provider must comply with any applicable federal non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act) (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Non-discrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

Offeror will designate a civil rights contact person who has lead responsibility in insuring that all applicable civil rights requirements, assurances, and conditions are met and who shall act as a liaison in all civil rights matters with the Office of Justice Programs and the Office for Civil Rights (OCR), Office of Justice Programs.

Offeror will inform the public of affected persons' rights to file a complaint of discrimination with the OCR for investigation. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the OCR and DYA.

Offeror will provide an Equal Employment Opportunity Plan (EEOP) to the OCR and the DYA, if it is a state government, a local government, or a for-profit entity that has 50 or more employees and receives a

single award for \$500,000 or more that is subject to the administrative provisions of the Safe Streets Act; otherwise, it will provide a certification to the OCR and the DYA that it has a current EEOP on file, if it has 50 or more employees and receives a single award for \$25,000 or more, but less than \$500,000, that is subject to the administrative provisions of the Safe Streets Act. For state governments, local governments, and for-profit entities receiving less than \$25,000, or for state governments, local governments, and for-profit entities with fewer than 50 employees, regardless of the amount of the award, no EEOP is required. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Service Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Service Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at <http://www.lep.gov>.

In accordance with federal civil rights laws, the Offeror will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Civil Rights Requirements

Service Provider: _____

Civil Rights Contact Person: _____

Title/ Address: _____

Telephone Number: _____

Number of persons employed by the organizational unit: _____

Signature

Subscribed and sworn to before me

this ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires _____, _____.

APPENDIX B

GUAM DEPARTMENT OF YOUTH AFFAIRS

CIVIL RIGHTS COMPLIANCE POLICY

As a recipient of federal financial assistance from the U.S. Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention, the Guam Department of Youth Affairs (DYA) is committed, as a matter of principle, and in compliance with applicable federal laws, to prohibiting discrimination and behaviors, which, if repeated, could constitute discrimination. Accordingly, this policy establishes written procedures for 1) individuals to follow in filing an employment or services discrimination complaint with the DYA; and 2) DYA employees to follow when they receive complaints alleging employment or services discrimination from employees, clients, customers, program participants, applicants, or consumers of the DYA or of DYA subgrantees receiving federal financial assistance from DOJ. This policy applies to all employees of the DYA and all of its contractors and subgrantees.

The DYA directs that its transactions and the operation of all DYA-funded subgrantee programs and activities shall not discriminate or retaliate on the basis of race, color, religion, national origin, sex, age, or disability. Harassment on any of the above-stated grounds is a form of prohibited discrimination.

The DYA, its contractors, and its subgrantees have the obligation to comply with the following federal civil rights laws:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794) and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132) and the DOJ implementing regulations at 28 C.F.R. Part 35;
- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I; and
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ federal financial assistance for inherently religious activities (28 C.F.R. Part 38).

DEFINITIONS

A. "A person with a disability" means any person who: (1) has a physical or mental impairment that substantially limits one or more of such person's major life activities; (2) has a record of such an impairment; or (3) is regarded as having an impairment that is not both transitory and minor.

B. "Complainant" refers to the person or persons initiating the complaint.

C. "Harassment" is a form of behavior that is characterized by conduct: (1) based on race, color, national origin, sex, religion, disability, or age; and (2) if sufficiently severe, persistent, or pervasive, could reasonably be expected to create an intimidating, hostile, or offensive working or learning environment.

D. "Respondent" is the person or persons against whom a complaint has been initiated.

E. "Retaliation" refers to adverse actions taken by an employer or service provider because an individual engaged in a protected activity, such as opposing a discriminatory practice or participating in a discrimination complaint process.

COMPLAINT PROCEDURES

A. Filing a Complaint

A person who believes that s/he has been harassed or been subject to discriminatory treatment within the DYA or by a DYA subgrantee because of race, color, national origin, sex, age, religion, or disability, or has been retaliated against for engaging in protected activity, is urged to file a complaint through the DYA Civil Rights Officer. The current Civil Rights Officers are Sollie Onedera, sollie.onedera@dya.guam.gov, (671) 735-5036; Jennifer Arceo, jennifer.arceo@dya.guam.gov, (671) 735-5012; or Richard Mendiola, richard.mendiola@dya.guam.gov, (671) 735-5022. Generally, formal complaints must be filed with the Civil Rights Officer within 180 calendar days of the alleged discrimination. If the complaint is not filed on time, the complainant shall provide the reason for the delay and request a waiver of this filing requirement. The DYA shall decide whether to grant the waiver. The complaint may be filed in a letter, in an e-mail, in person, or over the phone. In anticipation of filing a complaint, an individual may find it beneficial to contact the Civil Rights Officer to obtain policy clarification, advice, or assistance.

Because the DYA is a Government of Guam Line Agency, employees are subject to the Department of Administration's Personnel Rules and Regulations, specifically Appendix F, Equal Employment Opportunity and Chapter 11 Adverse Action Procedures.

B. Referral of Complaint to Civil Rights Officer

If an employee of the DYA other than the Civil Rights Officer receives a discrimination complaint from an employee, client, customer, program participant, applicant, or consumer of the DYA or of a DYA subgrantee, s/he shall submit the complaint to the Civil Rights Officer within five (5) business days of receiving the complaint. Furthermore, the DYA shall provide the complainant with a written notice acknowledging receipt of the complaint and explaining that the complaint will be resolved within forty-five (45) calendar days of the DYA's receipt of the complaint.

A DYA subgrantee shall advise the Civil Rights Officer of an employment or services discrimination complaint filed against it within ten (10) business days of receiving the complaint.

C. External Agencies

While the DYA encourages individuals to file any employment or services discrimination complaint with the DYA, the agency's policies and procedures are not intended to impair or limit the rights of anyone to seek a remedy available under state or federal law. As an alternative or in addition to filing a complaint with the DYA, an individual may wish to file a complaint with an external agency for investigation, such as a local or state human rights commission, or an appropriate federal agency. For instance, if a complainant alleges a violation of a federal employment discrimination law that is enforced by the U.S. Equal Employment Opportunity Commission (EEOC), the DYA acknowledgement letter will inform the complainant that s/he may file a complaint directly with the EEOC and provide the following contact information:

U.S. Equal Employment Opportunity Commission
Los Angeles District Office
Roybal Federal Building
225 East Temple St., 4th Floor
Los Angeles, CA 90012
Telephone: 1.800.669.4000
TTY: 1.800.669.6820
<http://www.eeoc.gov/field/losangeles/charge.cfm>

If a complainant alleges a violation of a federal civil rights law that is enforced by the Office for Civil Rights (OCR), Office of Justice Programs, DOJ, the DYA acknowledgement letter will inform the complainant that s/he may file a complaint directly with the OCR and provide the following contact information:

Office for Civil Rights
Office of Justice Programs
U.S. Department of Justice
810 7th Street NW
Washington, DC 20531
Telephone: 202.307.0690
TDD/TTY: 202.307.2027
<http://www.ojp.usdoj.gov/about/ocr/complaint.htm>

D. Complaint Evaluation, Investigation, and Resolution Proceedings

Evaluation of the Complaint

The DYA evaluates each complaint it receives to determine whether it can investigate the complaint. The DYA makes this determination with respect to each allegation in the complaint. The DYA shall dismiss the complaint if the following is determined:

- The DYA lacks jurisdiction over the complaint;
- The complaint was not filed timely and a waiver will not be granted;
- The complaint is unclear or incomplete and the complainant does not provide the information the DYA requests within twenty (20) calendar days of the request; or
- The allegations raised by the complaint have been resolved.

If a complaint cannot be resolved within sixty (60) calendar days of the DYA's receipt of it or the respondent remains unwilling to negotiate an agreement, the Civil Rights Officer will refer the matter to the EEOC, if the complaint involves employment discrimination, or to the OCR, if the complaint involves services discrimination, for investigation and resolution. The DYA shall notify the EEOC or the OCR in writing of any referral within ninety (90) calendar days of its receipt of the complaint. If the DYA refers the complaint to an external agency, the Civil Rights Officer will provide a written notice to the complainant stating that the complaint was referred to an external agency, notifying the complainant of that external agency's contact information, and identifying the civil rights provision(s) involved.

If the DYA determines that it will investigate the complaint, it shall issue letters of notification to the complainant and the respondent. Opening a complaint for investigation in no way implies that the DYA has made a determination with regard to the merits of the complaint. During the investigation, the DYA is a neutral fact-finder. The DYA shall collect and analyze relevant information and evidence from the complainant, the respondent, and other sources as appropriate. The DYA shall ensure that the investigations are legally sufficient and address the allegations raised in the complaint.

If the DYA elects to investigate a complaint that involves a federal civil rights law over which the OCR has jurisdiction, the OCR retains authority (1) to conduct supplementary or *de novo* investigations; (2) to approve, modify, or reject recommended findings; (3) to approve, modify or reject proposed voluntary resolutions; and (4) to initiate formal enforcement action.

Investigation of the Complaint

The DYA may use a variety of fact-finding techniques in its investigation of a complaint. These techniques may include reviewing documentary evidence submitted by both parties; conducting interviews with the complainant, respondent's personnel, and other witnesses; and conducting site visits. At the conclusion of its investigation, the DYA shall determine with regard to each allegation whether a preponderance of the evidence supports a conclusion that the respondent failed to comply with the law.

The DYA's determination shall be explained in a letter of findings sent to the complainant and the respondent. Letters of findings contain fact-specific investigative findings and dispositions of individual cases. Letters of findings are not formal statements of OCR policy and they should not be relied upon, cited, or construed as such. The DYA's formal policy statements are approved by a duly-authorized DYA official and made available to the public.

Resolution of the Complaint after a Determination of Noncompliance

If the DYA determines that a respondent failed to comply with one of the civil rights laws the OCR enforces, the DYA will contact the respondent and will attempt to secure the respondent's willingness to negotiate a voluntary resolution agreement. If the respondent agrees to resolve the complaint, the respondent will negotiate and sign a written resolution agreement describing the specific remedial actions that the respondent will undertake to address the area(s) of noncompliance identified by the DYA. The terms of the resolution agreement, if fully performed, will remedy the identified violation(s) in compliance with applicable civil rights laws. The DYA shall monitor the respondent's implementation of the terms of the resolution agreement to verify that (1) the remedial actions agreed to by the respondent have been implemented consistent with the terms of the agreement and (2) the area(s) of noncompliance identified were resolved consistent with applicable civil rights laws.

If the respondent refuses to negotiate a voluntary resolution agreement or does not immediately indicate its willingness to negotiate, the DYA will inform the respondent it has thirty (30) calendar days to indicate its willingness to engage in negotiations to voluntarily resolve identified areas of noncompliance, or the DYA shall forward the case to either the EEOC, if the complaint alleges employment discrimination within that

agency's jurisdiction, or the OCR, if the complaint allege services discrimination within that agency's jurisdiction.

Request for Reconsideration or Appeal of DYA's Determination

The DYA is committed to a high-quality resolution of every case. The DYA affords an opportunity to the complainant to submit a request for reconsideration or an appeal of a DYA determination that is not in the complainant's favor. If the complainant disagrees with the DYA's decision to dismiss or administratively close a complaint for any reason (e.g., jurisdiction, timeliness, or other administrative reasons), s/he may send a written request for reconsideration to the Civil Rights Officer within sixty (60) calendar days of the date of the DYA's administrative closure letter. If the complainant disagrees with the DYA decision finding insufficient evidence to support the complaint allegation(s) after investigation, s/he may send a written appeal to the Civil Rights Officer within sixty (60) calendar days of the date of the DYA's letter of findings. Requests for reconsideration and appeals shall be sent to:

Civil Rights Officer
Guam Department of Youth Affairs
Government of Guam
P.O. Box 23672
GMF, Barrigada, Guam 96921

The review process provides an opportunity for complainants to bring information to the DYA's attention that may change the DYA's decision. For both requests for reconsideration and appeals, the complainant must explain why s/he believes the factual information was incomplete, the analysis of facts were incorrect, and/or the appropriate legal standard was not applied, and how those would change the DYA's determination in the case. Failure to do so may result in the denial of the request for reconsideration or appeal. The review process will not be a *de novo* review (i.e., the DYA shall not review the matter as if no previous decision has been rendered) of the DYA's decision.

E. Policy Dissemination

The DYA Civil Rights Compliance Policy will be made available to all employees, clients, customers, program participants, applicants, subgrantees, and consumers. This Policy shall be included with orientation materials given to all new employees, available on shared computer access, and available on the DYA's website (dya.guam.gov), and given to employees during training on the policy. Non-discrimination clauses shall also be incorporated in all agreements, award packets, and contracts with vendors who contract with the DYA. Furthermore, all subgrantees of the DYA must acknowledge reviewing the policy by initialing a special condition before receipt of their award.

F. Training and Subgrantee Monitoring

The DYA shall provide training for agency employees on the Civil Rights Compliance Policy periodically. The training shall include an overview of complaint policies and procedures, including an employee's responsibility to refer potential discrimination issues and discrimination complaints from employees, clients, customers, program participants, applicants, subgrantees, and consumers to the Civil Rights Officer. Through its compliance monitoring process, the DYA ensures that subgrantees have procedures in place for responding to discrimination complaints that employees, clients, customers, program participants, applicants, and consumers file directly with the subgrantee. The DYA also ensures that subgrantees notify their employees, clients, customers, program participants, applicants, and consumers of prohibited discrimination and the procedures for filing an employment or services discrimination complaint.

APPENDIX C

PRISON RAPE ELIMINATION ACT NOTIFICATION AND ACKNOWLEDGMENT

In compliance with the Prison Rape Elimination Act (PREA) of 2003, the Department of Youth Affairs mandates the elimination reduction, and prevention of sexual assault and rape in prisons, jails and community confinement facilities (half-way house) used for the custody or care of juvenile inmates

In compliance with PREA volunteer and contractor training, the Department of Youth Affairs has a zero-tolerance stance towards all forms of sexual abuse and sexual harassment and is applicable to residents, staff, volunteers, visitors and contractors. The zero-tolerance stance includes education, prevention, detection and responding to sexual abuse and sexual harassment incidents immediately.

All residents are prohibited from engaging in sexual contact with each other. All sexual contact between residents is deemed to be non-consensual and consent is not an affirmative defense, due to the custodial status of residents. Department of Youth Affairs strictly prohibits any sexual contact between staff, contractors, volunteers and residents, expects staff, contractors and volunteers to keep professional boundaries in all of their interactions with residents. Sexual contact between staff, contractors, volunteers and residents is deemed to be non-consensual under all circumstances. Consent is not an affirmative defense to sexual contact between staff contractors, volunteers and resident, due to the custodial status of residents, and the unequal nature of the relationship.

Contractors and volunteers are encouraged to comply with reporting guidance provided on the PREA notice that is posted in the facility. If there are suspicions, allegations, or incidents of sexual abuse, sexual harassment, or retaliation, staff, contractors and volunteers are to report this activity to Department of Youth Affairs management official.

Staff must accept reports of alleged incidents and suspicion of sexual harassment, sexual abuse and retaliation that are made verbally, in writing, anonymously and from third parties and must promptly document any verbal reports.

All employees, contractors, volunteers and visitors must NOT reveal any information related to a sexual abuse report to anyone other than to the extent necessary as specified in policy, and to facilitate treatment, investigation, and other security and management decisions.

I hereby acknowledge and confirm my understanding of the above-mentioned PREA Mandates and recognize that swift corrective action will occur for all residents, staff, volunteers, visitors and contractors who violate the Prison Rape Elimination Act (PREA).

Print Name/Signature

Title

Date

Administrator's Acknowledgement:

Name (Print & Sign)

Position Title

Date

Section 7

ATTACHMENT I-2

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

- A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:
- ☐ The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- ☐ The offeror is a natural person or persons and the other persons who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

Name of 2nd Tier Owner	Principle Place of Business Street Address	% of Interest

- ☐ The offeror is an artificial person (as defined in 1 GCA § 715 or 5 GCA § 5030(n) or 5233(b)), known as _____ [please state name of offeror company], and the natural or artificial persons who have held more than 25% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

Name of 2nd Tier Owner	Principle Place of Business Street Address	% of Interest

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier owner who have held more than 49% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of 3rd Tier Owner	Principal Place of Business Street Address	% of Interest

- C. If the name of no natural person has been identified as an owner, or a second or third tier owner of the prospective contractor, bidder, or offeror, please identify the name, position, address, and contact information of the natural person having authority and responsibility of the performance of the prospective contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person or otherwise control the performance of the prospective contract.

Name of Natural Person

Principal Place of Business
Street Address

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the bid or proposal for which this Affidavit is submitted are as follows [If none, please so state]:

Name
Compensation

Principal Place of Business
Street Address

Amount of

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States if federal funds are to be used in the payment of the contract related to the bid or proposal for which this Affidavit is submitted are as follows [if none, please so state]:

Name

Principal Place of Business
Street Address

- F. Throughout the term of this contract, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed herein. I understand that failure to comply with this requirement shall constitute a material breach of contract.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires, _____, _____

ATTACHMENT I-3

2.9.1. **Certification of Independent Price Determination per 2 GAR § 3126 (Attachment I-3)**. By submitting an offer, the offeror certifies that the price submitted was independently arrived at without collusion.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

32

AFFIDAVIT re CONTINGENT FEES

33

AFFIDAVIT RE ETHICAL STANDARDS

FORM E
DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

Procurement No: _____

**FOR A COMPREHENSIVE SYSTEM EVALUATION, ANALYSIS AND REVIEW OF CURRENT
POLICIES, PRACTICES, PROGRAMS, STANDARDS AND MANAGEMENT FOR DYA**

Name of Offeror Company: _____ hereby
certifies under penalty of perjury:

- (1) That I am _____ (the offeror, a partner of the offeror,
an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

Signature

Date

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL PROPOSAL".

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
ADMINISTRATION

By direction of the Secretary of Labor

Daniel W. Simms
Director

Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS

WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5694

Revision No.: 12

Date Of Last Revision: 07/24/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		11.51
01042 - Customer Service Representative II		12.94
01043 - Customer Service Representative III		14.12
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		15.81
01070 - Document Preparation Clerk		13.85
01090 - Duplicating Machine Operator		13.85
01111 - General Clerk I		10.35
01112 - General Clerk II		11.29
01113 - General Clerk III		12.68
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37

01191 - Order Clerk I	12.57
01192 - Order Clerk II	13.71
01261 - Personnel Assistant (Employment) I	15.95
01262 - Personnel Assistant (Employment) II	17.85
01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	21.78
01290 - Rental Clerk	11.10
01300 - Scheduler Maintenance	15.55
01311 - Secretary I	15.55
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	14.00
01410 - Supply Technician	21.43
01420 - Survey Worker	16.79
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	13.01
01532 - Travel Clerk II	14.12
01533 - Travel Clerk III	15.09
01611 - Word Processor I	14.53
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	14.82
05010 - Automotive Electrician	13.92
05040 - Automotive Glass Installer	13.02
05070 - Automotive Worker	13.02
05110 - Mobile Equipment Servicer	11.16
05130 - Motor Equipment Metal Mechanic	14.82
05160 - Motor Equipment Metal Worker	13.02
05190 - Motor Vehicle Mechanic	14.82
05220 - Motor Vehicle Mechanic Helper	10.22
05250 - Motor Vehicle Upholstery Worker	12.11
05280 - Motor Vehicle Wrecker	13.02
05310 - Painter Automotive	13.92
05340 - Radiator Repair Specialist	13.02
05370 - Tire Repairer	12.34
05400 - Transmission Repair Specialist	14.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	12.05
07042 - Cook II	14.05
07070 - Dishwasher	9.28
07130 - Food Service Worker	9.34
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.23
09000 - Furniture Maintenance And Repair Occupations	

09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	10.95
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.27
09110 - Furniture Repairer Minor	15.70
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.35
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.44
11150 - Janitor	9.44
11210 - Laborer Grounds Maintenance	9.82
11240 - Maid or Houseman	9.26
11260 - Pruner	8.79
11270 - Tractor Operator	11.90
11330 - Trail Maintenance Worker	9.82
11360 - Window Cleaner	10.54
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	15.02
12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.99
12035 - Electroneurodiagnostic Technologist	25.99
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	12.26
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	13.61
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.34
12222 - Nursing Assistant II	12.75
12223 - Nursing Assistant III	13.91
12224 - Nursing Assistant IV	15.61
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.33
12305 - Radiologic Technologist	23.03

12311 - Registered Nurse I		22.53
12312 - Registered Nurse II		27.56
12313 - Registered Nurse II Specialist		27.56
12314 - Registered Nurse III		33.34
12315 - Registered Nurse III Anesthetist		33.34
12316 - Registered Nurse IV		39.96
12317 - Scheduler (Drug and Alcohol Testing)		22.01
12320 - Substance Abuse Treatment Counselor		22.01
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		20.35
13012 - Exhibits Specialist II		25.20
13013 - Exhibits Specialist III		30.83
13041 - Illustrator I		20.35
13042 - Illustrator II		25.20
13043 - Illustrator III		30.83
13047 - Librarian		27.91
13050 - Library Aide/Clerk		16.20
13054 - Library Information Technology Systems Administrator		25.20
13058 - Library Technician		16.64
13061 - Media Specialist I		18.18
13062 - Media Specialist II		20.35
13063 - Media Specialist III		22.68
13071 - Photographer I		18.18
13072 - Photographer II		20.35
13073 - Photographer III		25.20
13074 - Photographer IV		30.83
13075 - Photographer V		37.30
13090 - Technical Order Library Clerk		20.35
13110 - Video Teleconference Technician		17.38
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.71
14042 - Computer Operator II		17.22
14043 - Computer Operator III		19.19
14044 - Computer Operator IV		21.33
14045 - Computer Operator V		23.62
14071 - Computer Programmer I	(see 1)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist		21.24

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	27.61
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop	34.91
15086 - Maintenance Test Pilot Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	21.62
15110 - Test Proctor	14.27
15120 - Tutor	14.27
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	11.30
16070 - Finisher Flatwork Machine	9.88
16090 - Presser Hand	9.88
16110 - Presser Machine Drycleaning	9.88
16130 - Presser Machine Shirts	9.88
16160 - Presser Machine Wearing Apparel Laundry	9.88
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer Machine	10.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.04
19040 - Tool And Die Maker	22.67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	15.92
21130 - Shipping/Receiving Clerk	15.92
21140 - Store Worker I	14.76
21150 - Stock Clerk	20.75
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.76
23019 - Aircraft Logs and Records Technician	17.70

23021 - Aircraft Mechanic I	21.67
23022 - Aircraft Mechanic II	22.76
23023 - Aircraft Mechanic III	23.91
23040 - Aircraft Mechanic Helper	15.07
23050 - Aircraft Painter	20.35
23060 - Aircraft Servicer	17.70
23070 - Aircraft Survival Flight Equipment Technician	20.35
23080 - Aircraft Worker	19.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.67
23110 - Appliance Mechanic	18.04
23120 - Bicycle Repairer	14.49
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	16.86
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	16.86
23182 - Electronics Technician Maintenance II	18.04
23183 - Electronics Technician Maintenance III	19.55
23260 - Fabric Worker	15.70
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	14.49
23311 - Fuel Distribution System Mechanic	19.21
23312 - Fuel Distribution System Operator	14.49
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	21.67
23381 - Ground Support Equipment Servicer	17.70
23382 - Ground Support Equipment Worker	19.12
23391 - Gunsmith I	14.49
23392 - Gunsmith II	16.86
23393 - Gunsmith III	19.21
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.16
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	18.35
23440 - Heavy Equipment Operator	17.12
23460 - Instrument Mechanic	19.21
23465 - Laboratory/Shelter Mechanic	18.04
23470 - Laborer	11.37
23510 - Locksmith	18.04
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	19.21
23580 - Maintenance Trades Helper	10.67
23591 - Metrology Technician I	19.21
23592 - Metrology Technician II	20.42
23593 - Metrology Technician III	21.63

23640 - Millwright	19.21
23710 - Office Appliance Repairer	18.04
23760 - Painter Maintenance	13.95
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	19.21
23850 - Rigger	19.21
23870 - Scale Mechanic	16.86
23890 - Sheet-Metal Worker Maintenance	16.09
23910 - Small Engine Mechanic	16.86
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.91
23950 - Telephone Lineman	18.24
23960 - Welder Combination Maintenance	17.95
23965 - Well Driller	19.21
23970 - Woodcraft Worker	19.21
23980 - Woodworker	14.49
24000 - Personal Needs Occupations	
24550 - Case Manager	14.72
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	13.25
24610 - Chore Aide	11.62
24620 - Family Readiness And Support Services Coordinator	14.72
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.21
25040 - Sewage Plant Operator	21.59
25070 - Stationary Engineer	19.21
25190 - Ventilation Equipment Tender	13.27
25210 - Water Treatment Plant Operator	21.59
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.40
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.40
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.79
28042 - Carnival Equipment Repairer	13.97
28043 - Carnival Worker	9.45

28210 - Gate Attendant/Gate Tender		13.18
28310 - Lifeguard		11.01
28350 - Park Attendant (Aide)		14.74
28510 - Recreation Aide/Health Facility Attendant		11.84
28515 - Recreation Specialist		18.26
28630 - Sports Official		11.74
28690 - Swimming Pool Operator		17.71
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		23.62
29020 - Hatch Tender		23.62
29030 - Line Handler		23.62
29041 - Stevedore I		21.98
29042 - Stevedore II		25.26
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist Center	(HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station	(HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal	(HFO) (see 2)	30.29
30021 - Archeological Technician I		17.49
30022 - Archeological Technician II		19.56
30023 - Archeological Technician III		24.21
30030 - Cartographic Technician		23.18
30040 - Civil Engineering Technician		23.08
30051 - Cryogenic Technician I		25.57
30052 - Cryogenic Technician II		28.24
30061 - Drafter/CAD Operator I		17.49
30062 - Drafter/CAD Operator II		19.56
30063 - Drafter/CAD Operator III		20.77
30064 - Drafter/CAD Operator IV		25.57
30081 - Engineering Technician I		14.84
30082 - Engineering Technician II		16.66
30083 - Engineering Technician III		18.64
30084 - Engineering Technician IV		23.08
30085 - Engineering Technician V		28.24
30086 - Engineering Technician VI		34.16
30090 - Environmental Technician		23.08
30095 - Evidence Control Specialist		23.08
30210 - Laboratory Technician		20.77
30221 - Latent Fingerprint Technician I		25.57
30222 - Latent Fingerprint Technician II		28.24
30240 - Mathematical Technician		23.34
30361 - Paralegal/Legal Assistant I		19.44
30362 - Paralegal/Legal Assistant II		23.94
30363 - Paralegal/Legal Assistant III		29.29
30364 - Paralegal/Legal Assistant IV		35.44
30375 - Petroleum Supply Specialist		28.24
30390 - Photo-Optics Technician		21.93

30395 - Radiation Control Technician	28.24
30461 - Technical Writer I	23.08
30462 - Technical Writer II	28.24
30463 - Technical Writer III	34.16
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	25.57
30502 - Weather Forecaster II	31.09
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 20.77
30621 - Weather Observer Senior	(see 2) 23.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	9.69
31260 - Parking and Lot Attendant	9.91
31290 - Shuttle Bus Driver	10.59
31310 - Taxi Driver	10.37
31361 - Truckdriver Light	10.59
31362 - Truckdriver Medium	11.61
31363 - Truckdriver Heavy	13.92
31364 - Truckdriver Tractor-Trailer	13.92
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	9.48
99050 - Desk Clerk	9.70
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	22.67
99252 - Laboratory Animal Caretaker II	24.77
99260 - Marketing Analyst	21.54
99310 - Mortician	25.35
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.75
99711 - Recycling Specialist	21.66
99730 - Refuse Collector	14.91
99810 - Sales Clerk	9.66
99820 - School Crossing Guard	16.75
99830 - Survey Party Chief	22.02
99831 - Surveying Aide	12.52
99832 - Surveying Technician	16.27

99840 - Vending Machine Attendant	22.67
99841 - Vending Machine Repairer	28.88
99842 - Vending Machine Repairer Helper	22.67

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after

January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families.

In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of

one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;
- (2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;
- (3) The design documentation testing creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to)

explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms

ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day).

However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

****REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)).

Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)).

The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

ATTACHMENT I-8

Special Provisions

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property.

If a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

_____ Signature of Offeror Proposer, if an individual; Partner, if a partnership; Officer, if a corporation.	_____ Date
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Subscribed and sworn before me this _____ day of _____, 202__

Notary Public

THIS AFFIDAVIT MUST BE SUBMITTED IN THE ENVELOPE LABELED "TECHNICAL PROPO